

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

83252

THIS AGREEMENT is entered into 22 July, 1998, pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ("the State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL ("the City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City

3. Incident to an improvement project to SR-51 from Shea Boulevard to Thunderbird Road contemplated by the State, the City has requested the State develop plans for a change order to widen Cactus Road, construct wider medians and modify the drainage system, at an estimated cost of \$108,259.00 for design, construction and 14% construction engineering and administration, all at City's expense, hereinafter referred to as the Project. The estimated design construction and 14% construction engineering and administration costs of the City requested Project is outlined on Exhibit "A", attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22521
Filed with the Secretary of State
Date Filed: 07/22/98
Betty Gayles
Secretary of State
By Nicky V. Graenewold

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the City \$108,259 00, for the estimated cost of the Project. The estimated costs represent \$15,368.00 for design and \$92,891 00 for the estimated cost of construction including 14% for construction engineering and administration of the Project, outlined in Exhibit "A".

b. Provide to State standards, design plans, specifications and such other documents and services required for a change order and construction of the Project. Incorporate City review comments as appropriate.

c. Negotiate the change order with the contractor, and with the written concurrence from the City, provide a notice to proceed to accomplish the work. Administer same and make all payments to the contractor(s). Confer with the City on any City related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

d. Upon completion, approve and accept the Project on behalf of the parties hereto as complete.

e. Upon completion of the design and construction for the Project, invoice or reimburse the City any difference between the amount paid by the City and the actual costs for design, construction and 14% construction engineering and administration costs. Include a detailed recapitulation of costs with the invoice (items on Exhibit "A" or additional change order items approved by the City)

2. The City will:

a. Upon execution of this agreement and receipt of an invoice, pay the State \$108,259 00, for the estimated cost of the Project. The estimated costs represent \$15,368 00 for design and \$92,891 00 for the estimated cost of construction including 14% for construction engineering and administration of the Project, outlined in Exhibit "A".

b. Review the design documents and provide comments. Provide the State all necessary rights-of-entry and temporary construction easements for construction, at no cost to the State.

c. Be responsible for contacting Arizona Public Service (APS) to remove and relocate light poles. All expenses associated with the removal and relocation of the light poles shall be borne by the City.

d. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

e. Upon completion of the work, re-establish the irrigation system and landscaping.

f. Upon completion and acceptance of the Project by the State, provide maintenance to the City requested improvements outlined in Exhibit "A".

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work contemplated herein; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State
3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue, MD 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Director
200 W. Washington - 5th Floor
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS HEREOF, the parties have executed this agreement the day and year first above written

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By 
JAMES H. MATTESON, Director
Street Transportation

By 
VICTOR M. MENDEZ
Deputy State Engineer

ATTEST

By 
VICKY MIEL, City Clerk

Firm: BRW, Inc.
 3003 N. Central Ave., Ste 700
 Phoenix, Arizona 85012
 Phone: (602) 234-1591
 Fax: (602) 230-9189

Contract: 95-01
 Project No. RAM 600-2-314
 Contract Modification No.

COST PROPOSAL - SUMMARY

(Figures to the nearest \$1.00)

Estimated Direct Labor

Classification	Estimated Personhours	Average P/D Hourly Rate	Labor Costs
Project Principal	2	\$122.76	\$246.00
Project Manager	34	\$101.41	\$3,448.00
Project Engineer	28	\$97.50	\$2,730.00
Engineer/Designer	84	\$69.43	\$5,832.00
Technician/ Drafter	72	\$38.22	\$2,752.00
Secretary/Clerical	6	\$40.53	\$243.00
Total	226		\$15,251.00

Total Estimated Labor	\$15,251.00	EC10
N/A (Post Design)	\$0.00	EC20

Total Estimated Labor and Overhead	\$15,251.00
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Estimated Direct Expenses

(Listed by Item at Estimated Actual Cost - NO MARKUP)

Reproduction	\$30.00
CADD	\$55.00
Mail & Delivery	\$31.50
Mileage	\$0.00
Supplies	\$0.00

Total Estimated Expense	\$116.50	EC30
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Estimated Outside Services and Consultants

(Listed by Firm at Estimated Cost - NO MARKUP)

Firm	Cost	Method of Compensation (CPNF, LS, etc.)
T.Y. Lin International	\$0.00	LS
Aztec Engineering	\$0.00	LS
SHB Agra, Inc.	\$0.00	LS
Harding Lawson Assoc.	\$0.00	LS
Premier Eng. Corp.	\$0.00	HRLY
Sonoran Irrigation Desig	\$0.00	LS
EcoPlan Assoc., Inc.	\$0.00	LS
Bolduc Smiley & Assoc.	\$0.00	LS

Total Estimated Outside Services	\$0.00	EC40
Total Estimated Cost to Consultant	\$15,367.50	
Net Fee (NA - Post Design Rate)	\$0.00	EC50

TOTAL OF ALL ITEMS ESTIMATED COST	\$15,367.50
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CONTRACT TIME 500 CALENDAR DAYS

SR 51 - SQUAW PEAK HIGHWAY

Shea Boulevard to Thunderbird Road

RAM 600-2-514

051 MA 009 H 2059 01C

CACTUS ROAD WIDENING

Personhour Estimate

WORK TASK DESCRIPTION	Project Principal	Project Manager	Project Engineer	Engineer/ Designer	Technician/ CADD	Secretary/ Clerical	TOTAL
Street Design	1	12		56	48	2	119
Drainage Design	1	12	26	16	16	2	73
Post Design Services		8	2	8		1	19
As-Built Drawings		2		4	8	1	15
TOTAL	2	34	28	84	72	6	226

Note: BRW will provide for irrigation sleeves to the medians. The City will be responsible for re-establishing the irrigation system and the landscaping.

Project No. RAM 600-2-514
051 MA 009 H 2059 01C

Date: 1/13/98
Revised:

ESTIMATE FOR CACTUS ROAD WIDENING
(Based on C.O.P. Concept Plan)

Item No.	Item Description	Unit	Add'l Quantity	Price	Amount
1	2010020 Removal of Trees	Each	9	200.00	1,800.00
2	2020021 Removal of Concrete Curb and Gutter	L.Ft.	85	2.00	170.00
3	2020025 Removal of Concrete Sidewalks, Driveways and Slabs	Sq.Ft.	35	2.00	70.00
4	2020029 Removal of Asphaltic Concrete Pavement	Sq.Yd.	3,000	5.00	15,000.00
5	2020030 Removal of Asphaltic Concrete Pavement (Milling)	Sq.Yd.	(540)	3.00	(1,620.00)
6	2020042 Removal of Pipe (15" Storm Drain)	L.Ft.	26	25.00	650.00
7	2020055 Remove (Catch Basin)	Each	1	200.00	200.00
8	2031005 Recompact Subbase	Sq.Yd.	3,500	2.00	7,000.00
9	3030022 Aggregate Base, Class 2	Cu.Yd.	113	20.00	2,260.00
10	4040044 Asphalt Cement (AC-40)(For 1/2" Mix and 3/4" Mix)	Ton	31	133.00	4,123.00
11	4060004 Asphaltic Concrete (1/2" Mix)	Ton	41	25.00	1,025.00
12	4060006 Asphaltic Concrete (3/4" Mix)	Ton	595	24.00	14,280.00
13	4061003 Pavement Cut & Replacement	Sq.Yd.	20	26.00	520.00
14					
15					
16					
17					

Project No. RAM 600-2-514

051 MA 009 H 2059 01C

Date: 1/13/98

Revised:

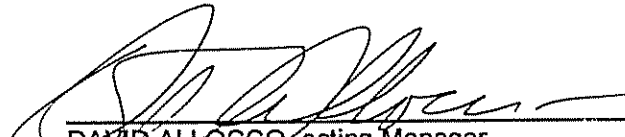
ESTIMATE FOR CACTUS ROAD WIDENING
(Based on C.O.P. Concept Plan)

Item No.	Item Description	Unit	Add'l Quantity	Price	Amount
1	Storm Drain Pipe, 12" (Sleeve)	L.Ft.	100	22.00	2,200.00
2	Storm Drain Pipe, 18"	L.Ft.	45	27.00	1,215.00
3	Concrete Catch Basin (C-15.20), One 6' Wing, H=8' or Less)	Each	1	2,200.00	2,200.00
4	Concrete Curt (C-05.10, Type A1)	L.Ft.	2,590	7.00	18,130.00
5	Concrete Curb and Gutter (Dtl CH)	L.Ft.	80	6.00	480.00
6	Concrete Sidewalk (C-05.20)	Sq.Ft.	2,300	1.70	3,910.00
7	Median Paving (Decorative Pavement)	Sq. Yd.	114	35.00	3,990.00
8					
9					
10	Note: Shaded items were not included in the original bid.				
11					
12					
13	Subtotal				77,603.00
14	Unidentified Items (5%)				3,880.00
15	Subtotal				81,483.00
16	14% E&C				11,408.00
17	Total				92,891.00

RESOLUTION

BE IT RESOLVED on this 29th day of January 1998, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix, for the purpose of defining responsibilities, wherein the City has requested the State develop plans for a change order to widen Cactus Road, construct wider medians and modify the drainage system, incident to the State's improvement project to SR-51.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID ALLOCCO, acting Manager
Engineering Technical Group

for LARRY S. BONINE, Director

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 27th day of April, 1998

Michael D. Heen

ACTING City Attorney AM

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED Formal Action: Bid Award ☐ License Application ☐ Other ☐
Ordinance ☐ Resolution ☒ Emergency Clause? N (Y/N)

SUBJECT DISTRICT NO. 3 - AGREEMENT BETWEEN ADOT AND THE CITY OF PHOENIX
FOR CONSTRUCTION OF ADDITIONAL ROADWAY MEDIANS AND DRAINAGE
MODIFICATIONS ON CACTUS ROAD AT THE SQUAW PEAK HIGHWAY
INTERCHANGE.
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

PREPARED BY Name: ROBERT J. BORTFELD Phone: 5-5817 WP Doc: rca98031
Backup being sent under separate cover? (Y/N) N

RECOMMENDED BY Department Name: Street Transportation
Date Prepared: 04/23/98 Div. Approval: J. Donald Herp, P.E.
Req. Agenda Date: 05/06/98 Dept Approval: Thomas E. Callow, P.E. (Acting Street Transportation Director)
If prepared for a different department:
Dept. Name/Approval: _____

BID AWARD/ FORMAL ACTION Bid Bond Required? ☐ Performance Bond Required? ☐
Submitted By Low Bidder? ☐ Amount? \$ _____
Contract Required? ☐ Requisition No. _____
Contract Amendment? ☐ Current Contract No: _____
Approved by: Ord. ☐ FA ☐ on Date: _____

BUDGET \$ INFORMATION 150,000.00 To Be Encumbered? N (Y/N)
Fiscal Year? _____
Source of Funds: Arizona Highway User Revenue Fund
Index Code (s): P-979070
Subobject(s): 4702
Availability of Funds Approval: Tim Everill

CITY MANAGER'S OFFICE

Approved by: George Britton 4/28/98 C.M Control Number 70

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: _____ RCA Number: 23403
Ordinance Number: _____ Resolution Number: 19087
AGENDA ACTION This item was: Adopted
Contract Number (if applicable): 83252
Comments: _____

COUNCIL SUPPORT Agenda Date: 5/6/98 ITEM NUMBER: 90

DISTRICT NO. 3 - AGREEMENT BETWEEN
ADOT AND THE CITY OF PHOENIX FOR
CONSTRUCTION OF ADDITIONAL
ROADWAY MEDIAN AND DRAINAGE
MODIFICATIONS ON CACTUS ROAD AT
THE SQUAW PEAK HIGHWAY

Request to authorize the City Manager to enter into an agreement with the State of Arizona through the Arizona Department of Transportation (ADOT) for additional roadway medians and drainage modifications on Cactus Road adjacent to the Squaw Peak Highway Interchange.

The City of Phoenix has requested that the State of Arizona design and construct additional roadway medians and drainage modifications in Cactus Road adjacent to the Squaw Peak Highway. The estimated cost of these improvements is \$150,000 and includes design, construction and 14 percent construction engineering and administration costs.

The State will design, bid, and construct this work and will invoice the City upon execution of this agreement for \$150,000.

The City will reimburse the State within 30 days after receipt of invoices for the actual cost of design, construction, and 14 percent construction engineering and administration.

Funding for this project is available from Arizona Highway User Revenue (AHUR).

CITIZEN NOTIFICATION

Many meetings were held with the public during project development to discuss the overall construction elements and schedules.



RECEIVED

JUL 17 1998

**ENGINEERING CONSULTANTS
SERVICES**

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0245TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE July 15, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/13693

Enc.